

**THE CITY OF ALBUQUERQUE**  
**and**  
**LOCAL 624 AFSCME, COUNCIL 18, AFL-CIO**

**Effective February 21, 2015 through June 30, 2016**

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# AGREEMENT

## 0. RECITALS

### **0.1 Preamble**

0.1.1 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque as Employer; to maintain harmony, cooperation, and understanding between the employer and the employees in the Unit; to afford protection of the rights and privileges of all employees in the Unit and the Employer; and to ensure the continued delivery of services to the citizens of Albuquerque.

0.1.2 The Employer, Local 624, and its members agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

0.1.3 The Union shall not file a grievance or entertain a grievance filed by an employee that only cites paragraphs 0.1.1 and/or 0.1.2 of this section in the grievance.

0.1.4 The parties agree that their respective policies will not discriminate against any employee covered by this Agreement because of race, age, sex, creed, color, national origin, union or non-union affiliation, ancestry, religion, disability, sexual orientation, Vietnam Era or disabled Veteran status or medical condition. Sexual harassment will not be tolerated.

### **0.2 Authority**

0.2.1 This Agreement has been made and entered into between the CITY OF ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and Local 624, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "Local 624" or the "Union").

### **0.3 Agreement Control/ Scope of Agreement**

0.3.1 This Agreement relates to the employees of the City of Albuquerque in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of negotiations of the parties as provided in the City of Albuquerque Employee Relations Ordinance.

0.3.2 This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the parties hereto. When any conflicts occur, this Agreement shall govern as provided by the City of Albuquerque Employee Relations Ordinance.

0.3.3 Under normal circumstances, the Union will be given prior notice of proposed changes in City or department wide written policies that directly affect bargaining unit employee working conditions. The Union will be given fourteen (14) days from the time of notice to provide input. This input period may or may not delay implementation, but may require revision or cancellation of the originally proposed policy. The parties may agree to extend time limits by mutual consent.

0.3.4 The Union will be allowed to provide input through the Office of Human Resources on all changes in policies, rules and handbooks.

0.3.5 The parties shall honor those MOUs that have been signed by the parties for continuation during the term of this Agreement. The MOUs shall expire when this Agreement expires unless the parties agree in writing to extend the Agreement and/or the MOUs.

#### **0.4 Recognition**

0.4.1 The City recognizes Local 624 as the sole exclusive bargaining representative in all matters pertaining to hours, wages, working conditions, and all terms and conditions of employment for employees in the Unit described in this Agreement.

0.4.2 The City recognizes Local 624 as the exclusive bargaining representative for the following employees:

0.4.2.1 All permanent non-probationary B-Series employees whose job code begins with a 1,2, or 3, performing work classified in the 1,2, or 3 job code series.

0.4.2.2 New permanent positions whose job code begins with a 1,2, or 3 shall automatically become part of this bargaining unit.

0.4.2.3 The parties agree to the inclusion of part-time permanent Blue Collar Employees in the AFSCME Local 624 Bargaining Unit.

0.4.3 Pay and contractual benefits will begin for bargaining unit employees on the first day immediately following the completion of the probationary period.

1 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

2  
3 **1.1 Agency Fee/ Fair Share**

4  
5 1.1.1 Payment of an agency fee by bargaining unit members who are not  
6 dues-paying union members for expenses related to negotiating and  
7 administering the collective bargaining agreement and adjusting  
8 grievances and disputes of bargaining unit employees has been  
9 authorized by Resolution of the Albuquerque City Council. The Resolution  
10 requires that any agency fee provision negotiated pursuant to the  
11 Resolution comply with all State and Federal requirements. Pursuant to  
12 this Resolution, the following procedure shall be implemented for payment  
13 of agency fees:

14  
15 1.1.1.1 The use of the full dues check off by at least 50% of the  
16 bargaining unit members shall constitute proof that the 50% union  
17 membership required by the Resolution has been met.

18  
19 1.1.1.2 The amount of the agency fee shall include only costs  
20 related to the negotiation and administration of the collective  
21 bargaining agreement and the adjustment of grievances or disputes  
22 or bargaining unit employees, provided, however, that in no event  
23 shall the fee exceed 75% of the Union's membership dues.

24  
25 1.1.1.3 The procedures used by the Union for calculating and  
26 collecting the fee will comply with all State and Federal  
27 requirements. Those procedures will include provision of a notice to  
28 non-members every 12 months informing them of the amount of the  
29 agency fee for the next 12 months and the basis on which that  
30 amount was determined. The notice also will inform non-members  
31 that they have the right to challenge the amount of the agency fee  
32 through a procedure set forth in the notice, under which any  
33 challenges will be resolved by an impartial decision maker. To the  
34 extent that applicable State and Federal Law requires that any  
35 portion of a challenger's agency fee be held in escrow pending  
36 resolution of the challenge, the Union will comply with any such  
37 requirement.

38  
39 1.1.1.4 At the same time as it provides to non-members the notice  
40 described in subparagraph 3, the Union shall certify to the City, in  
41 writing, by a duly authorized officer, the amounts to be deducted as  
42 agency fees during the 12 month period then commencing. Upon  
43 receipt of that certification, the City shall commence making  
44 employee payroll deductions of the specified agency fee payments  
45 for each pay period of that 12 month period.  
46

1.1.1.5 All money deducted from wages for agency fees shall promptly be remitted to the Union after the payday covering the pay period of the deduction. If any employee has insufficient earnings for the pay period, no agency fee deduction will be made for that employee for that pay period.

1.1.2 To the extent permitted by law, the Union will indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including payment of reasonable attorney fees and costs for counsel selected by the City, for any claim or challenge to imposition of an agency fee.

1.1.3 If an Arbitrator finds that the Union has failed to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section, the arbitrator may award the City the ability to withhold payment of dues/agency fees until the obligation of indemnification is satisfied.

1.1.4 In the event any part of this Section is held invalid by a court of competent jurisdiction, the City and the Union will meet to renegotiate the affected provisions

## **1.2 Payroll Deduction**

1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An employee wishing to terminate their dues may do so during the first week of January and July.

1.2.2 The City agrees to forward to the Local 624 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to whom the designated Union Treasurer is by the elected Union President.

1.2.3 Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.

1.2.4 Employees promoted to a position outside the bargaining unit will be automatically withdrawn from Local 624 membership by Personnel Action Form P-I processed by the City.



1.2.5 All bargaining Unit employees will be automatically dropped from paying Union dues or fair share while on early retirement from city services.

### **1.3 Union Rights**

1.3.1 Local Union officers will continue to be granted time off without pay from their normal duties to attend conventions, conferences and seminars previously identified by the parties and monthly Union meetings on the second Wednesday and last Wednesday of the month. Union officers may also be granted leave without pay for Union matters approved by the appropriate supervisor or the Office of Human Resources. For the purposes of this paragraph, "Union Officers" shall be limited to the elected officers and executive board members of the Union. Requests for this leave that exceed ten (10) days will be subject to the approval of the CAO. The employee may utilize accumulated vacation time or leave without pay for these purposes. Local Union stewards may be granted time off without pay from their normal duties to attend monthly Union meetings on the second Wednesday and last Wednesday of the month. The Union shall provide the Human Resources Officer and each affected supervisor with the names of the stewards. The Union shall update the list as changes occur. Steward leave without pay shall be subject to the prior approval of the steward's supervisor. The supervisor shall determine whether or not to approve a steward's request based solely on the operational needs of the department.

1.3.2 The employer agrees that Union Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify or resolve a problem.

1.3.3 The amount of \$57,000.00 shall be set aside from the three percent (3%) appropriated by the City for salary increases in FY 2015, in order to fund the cost of Union Time for the following AFSCME collective bargaining units: Local 624 (Transit), Local 624 (Blue Collar), Local 1888, and Local 2962 from February 1, 2015 to June 30, 2015. The funds to cover the cost for Union Time shall be replenished in the amount of \$131,000.00 from July 1, 2015 until June 30, 2016, from wages budgeted

1 in FY 2016. Deductions from this pool shall be calculated using the  
2 actual burdened wage rate of the union representative using the time (to  
3 include employee insurance, PERA, Retiree Health, Employer FICA  
4 portion, Life Insurance, Insurance Admin Fee). The Employer shall provide  
5 the Union with a monthly accounting of funds disbursed.  
6

7 The hours spent to perform union business as defined under this section  
8 will not count as hours worked for the computation of overtime. Only union  
9 representatives identified and authorized by the union in advance are  
10 allowed to draw on the pool of union time. Such time will be deducted from  
11 the pool at the burdened wage rate. The union shall maintain a current list  
12 of authorized union representatives with the City. In extenuating  
13 circumstances the parties may authorize the addition of representatives to  
14 draw from the pool. An authorized representative shall request the use  
15 of Union Time at least a minimum of five business days in advance  
16 from their respective department; such requests are subject to approval  
17 by their supervisor. Approval shall not be unreasonably denied and  
18 shall be denied only in cases of emergency. Where the employer sets  
19 a meeting for which Union Time may be used (for pre- determination  
20 hearings and grievance hearings), but provides the employee with less  
21 than six business days notice, the Employer shall allow the Union to use  
22 Union Time for such an event. Where the Employer sets an investigatory  
23 meeting for which Union time may be used, 24-hours advanced notice will  
24 be provided by the Employer. The Employer shall grant Union Time for  
25 Union Representatives to attend these meetings. Parties may waive  
26 these deadlines upon mutual agreement.  
27

28 At any time funds allocated for Union Time become exhausted,  
29 authorized union representatives may utilize vacation, compensatory time  
30 or elect to take leave without pay to conduct union business with the  
31 appropriate amount of advanced notice subject to the supervisor's  
32 approval.  
33

34 For Union Presidents. Union business is defined as business performed  
35 by designated union representatives which facilitates the applications of  
36 this agreement, assists in employee management matters, resolves  
37 conflicts, assists in positive labor/management relations between  
38 Employees and the City or which involves matters directly related to  
39 representation of the bargaining unit members which are al so beneficial  
40 to the City of Albuquerque. This shall include preparation for and  
41 attendance of pre-determination hearings, grievances, meetings  
42 scheduled between the Union and the City, Labor Board filings, and  
43 Personnel Board filings. In their absence, Union Presidents may designate  
44 persons to use president's time.  
45

1 For an authorized union representative designated by the Union  
2 President, Union business is defined as attending a predetermination  
3 hearing requested by a bargaining unit employee, a grievance hearing  
4 when requested by a bargaining unit employee or an arbitration/Labor  
5 board hearing, or other matters directly affecting employees represented  
6 by the union. Unless otherwise approved by the Human Resources  
7 Officer, one (1) steward shall be granted Union time leave with pay for any  
8 single hearing. Unless otherwise approved by the Human Resources  
9 Director, the steward shall be a bargaining unit employee assigned to the  
10 same department to which the affected employee is assigned.

11  
12 President's Time 624 Blue Collar. The Union President or his/her  
13 designee shall be allowed a total of up to 30 hours per week to perform  
14 Union business.

15  
16 1.3.3 A bulletin board will be furnished by the City for the posting of  
17 official Union notices and other information. Such notices shall not include  
18 religious, political, derogatory, inflammatory, or discriminatory notices. The  
19 bulletin board will not be used to criticize the Union, and any of the Union  
20 policies, any of the Union officials, management, any management  
21 policies, or any management employee

22  
23 1.3.4 Subject to staffing requirements, union members may be allowed to  
24 receive leave without pay for union election votes. Requests must be  
25 submitted in writing one day in advance to the immediate supervisor.

26  
27 1.3.5 The City agrees to notify the Union and City employees in the  
28 bargaining unit of elections or appointments of individuals to the Personnel  
29 Board.

#### 30 31 **1.4 Employer Rights**

32  
33 The parties incorporate by reference all rights reserved to the City as set  
34 forth in Section 3-2-5 and 3-2-7 of the City's Labor-Management Relations  
35 Ordinance.

#### 36 37 **1.5 Labor Management Committee**

38  
39 **This section intentionally left blank**

#### 40 41 **1.6 Bargaining Unit Information, Accretion**

42  
43 **This section intentionally left blank**  
44  
45  
46

1 2. PAY PROVISIONS

2  
3 **2.1 Salary Schedule**

4  
5 2.1.1 Bargaining unit employees' hourly rate of pay will be increased by  
6 2.86%, effective on the pay period immediately following ratification and  
7 signature of the agreement. Should City Council appropriate funds for a  
8 general wage increase for FY16, the total bargaining unit shall receive that  
9 increase.

10 2.1.2 Employees whose regular work assignments begin during the times  
11 designated below are eligible to receive shift differential for regular hours  
12 worked or hours on approved leave with pay:

13  
14 2.1.2.1 Swing Shift (\$.30 per hour) start time between 11:59am  
15 and 6:59 pm

16  
17 2.1.2.2 Graveyard Shift (\$.45 per hour) start time between 7:00pm  
18 and 3.59am

19  
20 2.1.3 An employee called back to work, in addition to his/her normal work  
21 schedule, will be guaranteed for each such call-in a minimum of two (2)  
22 hours at time and one-half (1 1/2). Call-in time shall commence at the time  
23 the employee is contacted and shall include a reasonable amount of time  
24 for travel to work. This provision will not apply if the overtime immediately  
25 precedes or immediately follows the regular work shift. This benefit may  
26 not require that call-in be paid again if additional call-ins occur within the  
27 two hours already guaranteed.

28  
29 2.1.4 This agreement is enacted in accordance with the provisions of the  
30 Labor-Management Relations Ordinance, § 3-2-18 R.O. 2002.

31  
32 **2.2 Longevity Pay for Members**

33  
34 2.2.1 Longevity pay will accrue throughout the term of this agreement as  
35 follows:

36

Continuous Service	Amount per Pay Period
05 to 10 years	\$ 64.00
10 to 15 years	\$ 85.00
15 to 20 years	\$ 95.00
Over 20 years	\$ 114.00

37  
38 2.2.2 Longevity and benefits will also apply to part-time permanent  
39 employees on a prorated basis.  
40

## 2.3 Overtime

2.3.1 Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of 40 hours per week.

2.3.2 For the purpose of computing overtime, paid leave will be considered time worked. During the term of this agreement, the parties will conduct a study to determine the cost of this provision. The parties may mutually agree to reopen this provision following the completion of this study to determine whether or not savings would be generated by the elimination of this benefit and to consider the possible transfer of these savings to other employee compensation areas.

2.3.3 Employees required to work on holidays will be paid regular holiday pay plus time and one-half (1-1/2) for hours actually worked.

2.3.4 A meal period of thirty (30) minutes shall be offered to employees required to work more than two (2) hours beyond their regular shift.

2.3.5 Scheduled Overtime: The employer shall prepare, maintain and post an up-to-date scheduled overtime list by classification and seniority within the work unit at least two times per year. Employees who have signed up for voluntary overtime shall be offered overtime in seniority order on a rotating basis. If the above procedure has been followed and no employee on the list is available for overtime work, overtime shall be assigned in reverse order of seniority on a rotating basis. The employee assigned will be required to work the overtime. Scheduled overtime is over time that is anticipated and can be reasonably scheduled in advance.

2.3.6 Unanticipated overtime is all overtime which cannot be anticipated and/or reasonably scheduled in advance of the employees regularly scheduled shift. Unanticipated overtime work assignments, which immediately follow a regular shift, may first be assigned to the employees who are performing the work at the end of the regular shift.

2.3.7 Compensatory Time: Prior to working an overtime assignment the employee and management by written mutual agreement may provide for the overtime assignment to be worked for compensatory time off at one and one half (1-1/2) the hours worked over 40 hours per week.

2.3.7.1 The maximum accrual of compensatory time is 60 hours (40 hours overtime at time and one-half). Compensatory time not taken within 180 days from the date accrued will be scheduled by the supervisor within the next two (2) pay periods or the supervisor may pay the employee for the accrued time.

2.3.7.2 Employees who have accrued unused compensatory time at time of termination of employment shall be paid for the unused compensatory time at their current rate of pay if such time cannot be scheduled and taken prior to the termination date.

### **3. INSURANCE COVERAGE and BENEFITS**

#### **3.1 Premium Costs**

3.1.1 The City offers group hospitalization plans for employees. Participation in the plans is voluntary. The City will pay 80% of the premium of the plan selected by the employee and the employee will pay 20% of the premium. The plans will continue in effect until modified or amended by the City.

3.1.2 The City offers group dental insurance. Participation is voluntary. The City will pay 80% of the premium and the employee will pay 20% of the premium. The plans will continue in effect until modified or amended by the City.

3.1.3 The employees will be offered an open window of enrollment when a plan provider changes at no fault of the employee.

#### **3.2 Insurance Programs**

3.2.1 The City will continue to provide basic life and accidental death insurance coverage at no cost to all permanent employees.

3.2.2 The Union will be allowed to use payroll deduction to provide one supplemental Life Insurance Plan.

3.2.3 Benefits under this Agreement shall be extended to domestic partners of employees.

#### **3.3 Continuation of Health Insurance**

**This section intentionally left blank**

### **4. RETIREMENT PLANS**

#### **4.1 NM Public Employees Retirement Association**

4.1.1 The City will continue to provide P.E.R.A. Municipal Member Coverage Plan 3 to members of this bargaining unit.

1 4.1.2 The City will continue to pay 9.86% of the employee's PERA  
2 statutory contribution.  
3

## 4 **4.2 Deferred Compensation Plans**

5  
6 4.2.1 The City agrees to continue to allow employees to participate in the  
7 Deferred Compensation Program as long as they are available. Details of  
8 this program will be available through the Human Resources Department.  
9 The City agrees to conduct workshops on this program on City time for all  
10 blue collar employees. The City will conduct workshops on this program at  
11 least twice annually on City time in an attempt to inform all blue collar  
12 employees of this benefit.

## 13 **5. VACATION LEAVE**

### 14 15 **5.1 Vacation Leave**

16  
17 5.1.1 Annual vacation bidding for available vacation slots will occur  
18 during the months of January through March of each year. During the first  
19 round of bidding, employees shall bid for up to two (2) blocks of forty (40)  
20 hours. After the first round of bids, a second bid will be conducted for any  
21 remaining vacation slots. On the second bid an employee may schedule  
22 additional blocks of forty (40) hours or the maximum amount of accrued  
23 vacation which may be more or less than forty (40) hours. However, the  
24 employee is limited to vacation slots that are left after the first round.  
25 Vacation will be bid on the basis of seniority by work unit and  
26 classification. After the second round of bidding, vacation requests for  
27 available vacation slots will be considered on a first come first serve basis.  
28

29 5.1.2 Pay for accrued vacation may be obtained by an employee prior to  
30 leaving on vacation, if at least two weeks notice is given to his/her  
31 department director  
32

33 5.1.3 Employees who have accumulated over one year vacation may  
34 convert 50% of the accumulation over one year to a cash payment once  
35 per year.  
36

37 5.1.4 Employees will be allowed to use their accrued vacation time when  
38 an employee's sick leave has been exhausted.  
39

40 5.1.5 Employees within the bargaining unit who separate from the City  
41 will be compensated in cash for any unused vacation, not to exceed 24  
42 monthly accruals computed to the date of separation. In the event of an  
43 employee's death, the total accrued vacation balance will be paid to the  
44 employee's beneficiary as identified in the life insurance policy by the City.  
45

1 5.1.6 Leave without pay may, at the discretion of the Department  
2 Director, be used to supplement vacation leave up to a maximum amount  
3 of vacation utilized.  
4  
5  
6

7 **5.2 Vacation Leave Accrual Rates**

<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Accrued Days per Year</b>	<b>Maximum Accrued Hours per Year</b>
1 to 60 months	40 hours	3.845 hours	12.5	100 hours
61 to 120 months	40 hours	4.615 hours	15.0	120 hours
121 to 180 months	40 hours	5.539 hours	18.0	144 hours
181 months and over	40 hours	6.153 hours	20.0	160 hours

8 **6. SICK/ ILLNESS LEAVE**

9  
10 **6.1 Sick Leave**

11  
12 6.1.1 Sick leave shall accrue at the rate of 3.7 hours per pay period. The  
13 maximum accumulation is twelve hundred (1200) hours.  
14

15 6.1.2 Holidays which occur during an employee's sick leave will not be  
16 charged to sick leave.  
17

18 6.1.3 Employees on leave for reasons of extended illness who exhaust  
19 their sick leave will be granted accrued vacation leave or may be granted  
20 leave without pay for up to one year.  
21

22 6.1.4 Employees who have been absent from work for sick leave on at  
23 least three occasions and have missed more than fifty-six (56) hours of  
24 personal absence sick leave during the last twelve months shall not be  
25 granted further personal absence sick leave until their utilization falls  
26 below this level. Personal absence sick leave does not include sick leave  
27 taken for:  
28

29 6.1.4.1 Emergency leave -Granted when a physician determines  
30 that an employee's absence from work is medically necessary to  
31 care for a sick or injured dependent, or due to a serious illness or  
32 death immediate family of the employee, as detailed in the City  
33 Personnel Regulations;  
34

35 6.1.4.2 Hospitalization or outpatient surgical procedure;  
36



6.1.4.3 Serious Illness Requiring absences of two (2) days or more and a physician's certificate verifying the serious illness;

6.1.4.4 Disability-Requiring long-term absences, including pregnancy; or

6.1.5 Employees requesting sick leave which is not considered as personal absence may be required to provide a physician's statement documenting the reasons for their request. The parties recognize that it is the individual employee's responsibility to keep track of his/her personal absence sick leave usage and to be aware when he/she may not be paid for further utilization of this type sick leave. Except for flagrant violations, no disciplinary action shall be taken against employees not in compliance with this subsection.

## **6.2 Sick Leave Conversion**

6.2.1 Sick leave over 500 hours may be converted at the rate of three hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 850 hours may be converted at the rate of two hours of sick leave for one hour of leave with pay or cash payment. Sick leave over 1200 hours may be converted at the rate of three hours of sick for two hours of leave with pay or cash payment.

### **6.2.2 Sick Leave Conversion at Retirement**

6.2.2.1 Employees may convert unused accrued sick leave to early retirement leave, on a one for one basis provided it is taken immediately prior to retirement. Immediately prior to retirement from active service with the City of Albuquerque, an employee may take leave with pay equivalent to the amount of sick and vacation leave the employee has accumulated. Employees who are eligible for retirement and are under the provisions of a collective bargaining agreement will be governed by the provisions of the agreement. Employees on early retirement do not accrue sick and vacation leave.

6.2.2.2 Employees should plan to begin processing for retirement at least six (6) months before the projected date of retirement. Assistance may be obtained through the Human Resources Department.

6.2.2.3 Retiring employees may cash out accrued sick and vacation leave. A retiring employee will continue to be covered by the City's group life insurance plan at no cost to the employee. Coverage will be one-half of the coverage reflected on the most

recent annual life insurance adjustment report immediately prior to retirement.

6.2.2.4 Retired employees and eligible dependents may be transitioned into an optional health insurance plan in effect at time of retirement.

#### 6.2.3 Sick Leave Conversion at Termination

### 6.3 Sick Leave Death Benefit

6.3.1 Upon the death of an employee, 100% of the employee's accrued sick leave shall be converted to a cash payment to be paid to the employee's beneficiary as identified in the life insurance policy provided by the City.

### 6.4 Donation of Sick/ Vacation Leave

**This section intentionally left blank**

### 6.5 Bereavement Leave

6.5.1 The City will allow as many as five days accrued emergency leave in cases of death in the immediate family. "Immediate family" for purposes of this subsection is defined as follows: wife, husband, children, stepchildren, brother, sister, parent, grandparent, father-in-law, mother-in-law, foster parent, brothers-in-law, sisters-in-law, foster children, wards or guardians or domestic partner.

6.5.2 Emergency annual leave or leave without pay may be allowed to an employee to attend the funeral of a relative not included in the "immediate family" group.

### 6.6 Family and Medical Leave Act (FMLA)

6.6.1 The city will provide insurance benefits to employees on FMLA as required by law.

6.6.2 All requests for FMLA leave will be handled through the department human resources coordinator or-designee.

6.6.3 An employee who utilizes paid leave for an approved FMLA absence will be allowed to use accrued sick leave or vacation leave, prior to taking an unpaid leave.

6.6.4 Except as agreed below, parenting and maternity leave shall be provided in accordance with federal law.

6.6.4.1 A permanent, non-probationary employee who is not eligible for leave under the Family Medical Leave Act (FMLA) may be allowed to take up to three (3) days sick leave, vacation leave or leave without pay for the birth or adoption of a child.

6.6.4.2 An employee who is eligible for leave under the Family Medical Leave Act will be allowed to utilize three (3) days emergency leave for the birth or adoption of a child, in addition to leave mandated by the FMLA.

## 7. RECOGNIZED HOLIDAYS

### **7.1 Paid Holidays**

7.1.1 Holidays for the Employees are as followed:

New Year's Day January 1  
Martin Luther King's Birthday Third Monday in January  
Presidents Day Third Monday in February  
Memorial Day Last Monday in May  
Independence Day July 4th  
Labor Day First Monday in September  
Veteran's Day November 11th  
Thanksgiving Day Fourth Thursday in November  
Day After Thanksgiving Fourth Friday in November  
Christmas Day December 25th

An employee's holidays may vary due to different work schedules, as detailed in the City Personnel Regulations.

7.1.2 Employees who are required to work on a holiday may designate that holiday as a floating holiday. If the employee elects to exercise this option they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay. If the time off is selected such time will be scheduled subject to staffing needs and the approval of management.

7.1.3 An employee who is not required to work on a holiday may request to work the holiday and float the holiday to another date. The request must be submitted by the employee to the employee's supervisor no later than seventy-two (72) hours prior to the holiday. The date which the employee wishes to substitute for the designated holiday must occur no later than one (1) year after the designated holiday. If the supervisor approves the request to work the holiday and the employee's requested floating holiday,

the employee will receive straight time pay for hours worked on the holiday and the floated holiday. It is recognized that the provision of subsection B above will not apply to employees working on a holiday under the terms of this subsection.

## **7.2 Holiday Pay**

7.2.1 Holiday pay shall consist of the regular scheduled work hours for that day at the employee's normal hourly rate. All time worked on holidays will be paid at one and one-half (1 1/2) the normal hourly rate in addition to straight time.

7.2.2 For the purpose of computing overtime, an employee will be credited with holiday time plus the number of hours worked. An employee called back to work on a holiday will receive a minimum of three hours straight time pay or time and one-half (1 1/2) for the hours actually worked, whichever is greater, in addition to holiday pay.

## **8. MILITARY LEAVE**

### **8.1 Members of Organized Reserve Units**

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

(1) the equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service and or

(2) the equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.

8.1.2 The maximum paid military leave is 240 hours per calendar year for permanent employees who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

1 8.1.3 Employees whose military commitment requires leave time in  
2 excess of that granted above may elect to: (1) be placed into unpaid  
3 military leave of absence status; or (2) to use accrued vacation leave, in  
4 whole or in part, during their period of military leave. When an employee  
5 has used all available paid military leave and paid vacation leave, that  
6 employee will be placed into unpaid military leave of absence status for  
7 the balance of their military leave period.  
8

9 8.1.4 Vacation and Sick Leave Accruals While in Military Active Duty  
10 Status: Employees mobilized to active duty by the President of the United  
11 States on or after September 12, 2001 in support of operations overseas,  
12 in defense of our nation, or in response to national disasters will continue  
13 to accrue vacation and sick leave at the same accrual rate as if the  
14 employee was not on active military duty during all periods of active  
15 military duty, regardless of whether the military leave of absence is paid or  
16 unpaid.  
17

18 8.1.5 This accrual shall continue while the employee is in active military  
19 duty status and until the employee returns to City employment, or until the  
20 employee notifies the City of their resignation from City employment or  
21 their intention not to return to City employment at the end of their active  
22 military duty, whichever date is earlier.  
23

24 8.1.6 Any vacation or sick leave accrual allowed to an employee in active  
25 military duty status between September 12, 2001 and October 1, 2004  
26 may not be converted to cash upon the completion of that person's City  
27 employment.  
28

29 8.1.7 Health Insurance Benefits While in Military Active Duty Status: For  
30 employees mobilized to active duty by the President of the United States  
31 on or after September 12, 2001 in support of operations overseas, in  
32 defense of our nation, or in response to national disasters, the City shall  
33 continue to pay the employer portion of health insurance premiums for that  
34 employee to the same extent as if that employee were not on active  
35 military duty status.  
36

37 8.1.8 The employee in active military duty status must continue to timely  
38 make payment of the employee portion of health insurance premiums to  
39 the same extent as if that employee were not on active military duty  
40 status. Failure to do so will result in termination of health insurance  
41 coverage. It is the obligation of the employee on active military duty status  
42 to notify the Benefits Division of the Human Services Department how the  
43 payments will be made.  
44

45 8.1.9 Provided the employee is and remains current on all required  
46 employee contributions to health insurance premiums, the City shall

1 continue to pay the employer portion of health insurance premiums while  
2 the employee is in active military duty status and until the employee  
3 returns to City employment, or until the employee notifies the City of their  
4 resignation from City employment or their intention not to return to City  
5 employment at the end of their active military duty, whichever date is  
6 earlier  
7

## 8 **8.2 Members of Unorganized Reserve Units**

9  
10 8.2.1 Employees who are members of unorganized reserve components,  
11 as sanctioned by the State of New Mexico or the Federal government, are  
12 granted:

13 (1) the equivalent of fifteen (15) 8-hour work days of paid  
14 military leave per calendar year. This leave is for the purpose of attending  
15 organized courses of instruction or training; and or

16 (2) the equivalent of fifteen (15) 8-hour work days of paid  
17 military leave per calendar year if the employee is mobilized to active duty  
18 by the President of the United States in support of operations overseas, in  
19 defense of our nation, or in response to national disasters, or in response  
20 to an emergency declared by the Governor of New Mexico. This leave  
21 may be used only for active duty service.  
22

23 8.2.2 The maximum paid military leave is 240 hours per calendar year for  
24 permanent employees who are members of unorganized reserve units,  
25 regardless of the purpose for which that paid military leave is used.  
26

27 8.2.3 Employees whose military commitment requires leave time in excess  
28 of that granted above may elect to: (1) be placed into unpaid military leave  
29 of absence status; or (2) to use accrued vacation leave, in whole or in  
30 part, during their period of military leave. When an employee has used all  
31 available paid military leave and paid vacation leave, that employee will be  
32 placed into unpaid military leave of absence status for the balance of their  
33 military leave period.  
34

## 35 **8.3 General Provisions**

36  
37 8.3.1 In no case shall the hours of paid military leave in a calendar year  
38 exceed the maximum number of hours provided above, even though the  
39 maximum number of hours is calculated by reference to "work days".  
40

41 8.3.2 All military leave pay is paid at the employee's straight-time rate of  
42 pay.  
43

44 8.3.3 Employees working on a part-time basis will be granted paid military  
45 leave on a prorated basis.  
46

## **8.4 Transition Provision**

8.4.1 Any employee who has received paid military leave prior to October 1, 2007 in excess of the maximum amount allowable in any calendar year under the terms of this Administrative Instruction shall not be required to reimburse the City for the excess.

## **9. OTHER LEAVE WITH PAY**

### **9.1 Requests for Paid Leave**

9.1.1 As a benefit of employment with the City, leave with pay is available for the following reasons: birthday, vacation, illness, holiday, on the job injury, emergency, City business, jury duty, witness for the City, voting, annual military service, education, and work related legal court subpoenas when the employee is not a party to the lawsuit.

9.1.2 All requests for leave will be submitted for approval on City Form P-30 "Request for Leave of Absence", and will have any necessary documentation attached. If an employee desires to be absent from duty before the necessary forms have been submitted and approved, he/she must request approval from his/her immediate supervisor within a reasonable amount of time before he/she was regularly scheduled to report for duty, and the supervisor must respond within 3 working days from the date of the P- 30 request.

9.1.3 Leave with pay may be approved by the appropriate City representative for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal work station.

### **9.2 Birthday Leave**

9.2.1 The employee's birthday may be taken on the actual birth date or an alternate date following the birthday. Alternate days must be taken within one year following the actual birth date. Requests for scheduling of this benefit should not unreasonably be denied. Management shall respond to requests for leave with pay in this subsection in a timely manner.

### **9.3 Blood Donation Leave**

**This section intentionally left blank**

### **9.4 Managerial Leave**

1           **This section intentionally left blank**

2  
3       **9.5     Administrative Leave**

4  
5           **This section intentionally left blank**

6  
7       **9.6     Hardship Leave**

8  
9           **This section intentionally left blank**

10  
11       **9.7     Jury Duty**

12  
13       9.7.1 An employee who is called to serve required jury duty shall be paid  
14       his/her regular pay for the employee's normal scheduled work time while  
15       serving on jury duty. The employee, however, shall pay over to the City  
16       any fees received for jury duty. Any fees received by an employee while  
17       not on City time shall be retained by the employee. Employees who are  
18       ordered to report to jury duty less than two (2) hours prior to the start of  
19       their scheduled shift shall be granted leave with pay for the first two (2)  
20       hours of the shift. Employees whose jury duty ends prior to end of their  
21       scheduled shift shall be granted reasonable travel time to return to work or  
22       with supervisory approval may take vacation or leave without pay for the  
23       remainder of their shift.

24  
25       **9.8     Leave to Vote**

26  
27       9.8.1 State Law requires that under certain conditions, all employees who  
28       are registered electors be granted two (2) hours with pay between the  
29       opening and closing of the polls to vote on all election days. Department  
30       directors must grant this time off for voting if requested by employees  
31       registered to vote. Department directors should schedule the time taken  
32       so that the delivery of services is affected as little as possible.  
33       Departments will not grant time off with pay to any employee whose  
34       normal work day begins more than two (2) hours after the opening of the  
35       polls, or ends more than three (3) hours prior to the closing of the polls.  
36       Time taken off for voting can be used for no other purpose. Department  
37       Directors may require an employee to prove that he/she is registered and  
38       an eligible voter.

39  
40       9.8.2 If leave to vote is scheduled at intervals during the work shift,  
41       employees will be given a choice of scheduled time by seniority.

42  
43       9.8.3 An employee who is eligible for leave to vote, and who votes during  
44       non-working hours, will be awarded one (1) hour compensatory time in  
45       lieu of leave to vote.

46



1 **9.9 Definition for Leaves of Absence**

2  
3 **This section intentionally left blank**  
4

5 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

6  
7 **10.1 Absence Without Authorized Leave**

8  
9 **This section intentionally left blank**  
10

11 **10.2 Leave Without Pay**

12  
13 10.2.1 All requests for leave without pay require approval of the  
14 department head or the department head's designee. Any request for  
15 leave without pay for two weeks or more requires approval of the Chief  
16 Administrative Officer.  
17

18 10.2.2 An employee may be granted leave without pay for a period not to  
19 exceed one year as a result of sickness or disability when certified by a  
20 medical doctor, to run for non-City public office, for additional vacation  
21 time, or for good and sufficient reason which the CAO considers to be in  
22 the best interest of the City.  
23

24 10.2.3 Leave without pay may be granted for the purpose of attending  
25 schools or courses when it is clearly demonstrated that the subject matter  
26 is directly job related or for the purpose of preparing himself/herself for a  
27 career within the City service. Training provided by technical, vocational  
28 trade schools, and colleges approved by the Veteran's Administration will  
29 be accepted by the City under this subsection.  
30

31 10.2.4 Employees elected or appointed to a full time non-City public office  
32 will be granted a leave of absence without pay to enable him/her to hold  
33 such office.  
34

35 10.2.5 Voluntary separation to accept other employment shall be  
36 considered by the CAO as insufficient reason for granting a leave of  
37 absence without pay.  
38

39 10.2.6 The City may provide a one year leave without pay for the purpose  
40 of performing the full-time duties of Chief Steward.  
41

42 **10.3 Leave of Absence**

43  
44 **This section intentionally left blank**  
45

## 11. WORK WEEK

### **11.1 FLSA Non-Exempt Employees**

11.1.1 An employee's workweek shall consist of forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week or ten (10) hours per day, four (4) consecutive days per week. It is recognized that both parties are interested in implementing pilot programs, where feasible, for the broader use of ten (10) hours per day, four (4) days per week. In any areas where this approach is tried, management shall provide for input from the Union.

### **11.2 FLSA Exempt Employees**

**This section intentionally left blank**

### **11.3 Other Work Week Provisions**

11.3.1 All permanent, non-probationary full-time employees will be provided the opportunity to work a 40-hour week. When temporary conditions are such that normal duties cannot be performed as a result of weather or lack of equipment or work, alternative duties of benefit to the City may be assigned to affected employees, or the employee may utilize accrued vacation leave or leave without pay. Nothing in this Section shall be construed to preclude actions under Section 28 of this Agreement.

11.3.2 Pilot programs established through mutual agreement of the parties may be implemented to allow non- consecutive days off for the 10 hour per day work schedule.

11.3.3 No employee will be assigned a split shift.

11.3.4 An eight (8) hour period of non-work status must be granted, following an overtime assignment, to all employees assigned to work two (2) complete consecutive shifts or the majority of the second shift.

## 12. WORK HOURS

### **12.1 Flex Time**

12.1.1 The City and the Union agree to meet to identify areas where flextime work schedules may be implemented to benefit both the employees and the requirements of the City for productivity. In areas where the employees and management wish to implement flexed work schedules, the parties may modify work hours by mutual agreement.

1  
2  
3  
4 **12.2 Stand-By Time**  
5

6 12.2.1 Employees assigned to standby status shall receive four (4) hours  
7 of straight time pay for each twenty-four (24) hour period. Should an  
8 employee be unable to complete a standby assignment and another  
9 employee has to be assigned, the standby pay for that period of time will  
10 be prorated between the employees who worked the assignment.  
11

12 12.2.2 Such twenty-four (24) hour period shall start at the time the  
13 employee begins his/her standby status  
14

15 12.2.3 It shall be the responsibility of the employee placed on standby  
16 status to keep the employee's supervisor informed as to where the  
17 employee can be reached. Standby time shall not be considered time  
18 worked for the purpose of computing overtime payment. Employees on  
19 standby status will be given a reasonable amount of prior notice. Standby  
20 assignments will be rotated.  
21

22 12.2.4 The City will continue current practices regarding standby  
23 assignments. The Union and each department will develop Memoranda of  
24 Understanding regarding such practices.  
25

26 **12.3 Change in Work Hours/ Location**  
27

28 12.3.1 An employee shall receive a minimum of five (5) working days  
29 notice of a permanent change in the employee's work hours.  
30

31 12.3.2 Temporary changes in work hours will not exceed thirty (30)  
32 calendar days. This language does not condone a pattern of repeated  
33 temporary changes.  
34

35 12.3.3 Employees who have their work schedules changed on a  
36 temporary basis or who have their work schedules changed due to a  
37 modified or light duty assignment shall be given reasonable notice.  
38

39 **12.4 Other Work Hour Provisions**  
40

41 12.4.1 Employees shall receive one fifteen (15) minute rest period during  
42 each one-half shift. Rest periods may only be combined or accumulated if  
43 the City and the Union agree to combine rest periods by M.O.U. signed by  
44 the Union President and the Human Resources Director.  
45

12.4.2 The employer will provide a lunch break of at least 30 minutes but not to exceed one hour on non-pay status. The employer may also provide a lunch period to be taken on City time which will be sufficient for the employee to eat lunch as long as the paid lunch period has been approved by the Department Director and the Office of Human Resources. The lunch period should occur approximately at mid-point in the work shift. When the lunch period occurs on non-pay time the employee will not be required to remain at the work site during the break. The parties may agree to other conditions by a memorandum of understanding.

12.4.3 Wash up time at the end of the work shift will be granted to employees who during the course of their daily job assignment have demonstrated a need for such time. This determination will be made by the employee's immediate supervisor on a case by case basis. Employees whose job assignments are such that wash up time is unnecessary will continue to perform duties of a benefit to the city. Problems that arise with this section will be handled through a mutual effort by the Union President or the President's designee and a representative of the Office of Human Resources who will investigate and attempt to resolve the problem.

### **13. WORK ASSIGNMENTS**

#### **13.1 Working Outside Classification**

13.1.1 Under normal circumstances, employees will not be required to perform duties outside their classification as a regular assignment. Employees performing duties of a higher classification will be compensated as provided for in Section 37. For payroll purposes, compensation under this section will be treated as a temporary upgrade under Section 37.

#### **13.2 Light Duty/ Modified Work Assignments**

**This section intentionally left blank**

#### **13.3 Solid Waste Collection**

13.3.1 The parties recognize that the nature of Solid Waste Collection is such that there is exposure to hazardous waste such as chemical and biological agents, pesticides and fertilizers as well as exposure to communicable disease such as flu, hepatitis, hantavirus and A.I.D.S., as well as equipment related hazards. In order to address these problems, Solid Waste Officials and Union officials will jointly meet to identify ways in which to minimize exposure. This should result in additional specialized

1 training being provided to Solid Waste Department employees, as well as  
2 public awareness education.

### 3 4 13.3.2 Transport Operators Certification Program

5  
6 13.3.2.1 The parties agree that a bipartisan committee will be  
7 formed to draft a certification and training program for Transport  
8 Operators within the first six (6) months of this contract.

### 9 10 13.3.3 The parties may mutually form other committees.

11  
12 13.3.3.1 All committee meetings will take place during normal  
13 business hours.

### 14 15 13.3.4 Bidding Routes. When a route vacancy occurs within the 16 department, the following criteria shall be used to determine which 17 employee shall be awarded the route.

18  
19 13.3.4.1 Only employees who are currently assigned to a route  
20 shall be allowed to bid on a route.

21  
22 13.3.4.2 Bidding shall be conducted within the work unit where the  
23 vacancy exists. Each equipment classification shall be separate  
24 work units.

25  
26 13.3.4.3 An employee's date of certification on the specific  
27 equipment required for the position vacancy shall be the first  
28 criterion considered. Certifications are awarded by the department.

29  
30 13.3.4.4 If two (2) or more employees have the same certification  
31 date as defined above, "work unit/classification" seniority shall be  
32 considered. "Work unit/classification" seniority shall be defined as  
33 the length of continuous service within the job classification and  
34 grade being considered in the vacancy bid.

35  
36 13.3.4.5 If two (2) or more employees have the same "work  
37 unit/classification" seniority as defined in (4) above, "division"  
38 seniority shall be considered. "Division" seniority shall be defined as  
39 length of continuous service within the division as defined in (2)  
40 above.

41  
42 13.3.4.6 If two (2) or more employees have the same "division"  
43 seniority as defined in (5) above, "departmental" seniority shall be  
44 considered. "Departmental" seniority shall be defined as length of  
45 continuous service in the Solid Waste Department.  
46

1 13.3.4.7 If two (2) or more employees have the same  
2 "departmental" seniority as defined in (6), "City" seniority shall  
3 govern. "City" seniority shall be defined as length of continuous  
4 service with the City.

5  
6 13.3.4.8 If two (2) or more employees have the same "City"  
7 seniority as defined in (7), the employee awarded the vacancy shall  
8 be determined by chance through the drawing of playing cards or  
9 straws

10  
11 13.3.4.9 If no driver bids on a route vacancy, the position shall be  
12 assigned to the extra-board driver with the greatest seniority as  
13 defined herein. If an extra-board driver refuses the route vacancy,  
14 that driver shall be placed at the bottom of the seniority list, and the  
15 extra-board driver with the next highest seniority shall be offered  
16 the route vacancy.

17  
18 13.3.4.10 An employee who wins a bid for a route shall not be  
19 permitted to bid on any route that is part of the chain created by the  
20 original vacancy.

21  
22 13.3.5 If a department determines it is necessary to temporarily reassign  
23 an employee(s) to another work site within the employee's division, the  
24 reassignment will only be made if the division, at its discretion, determines  
25 that the division cannot meet the need at the work site through the use of  
26 overtime for employees currently assigned to the work site. The  
27 employee(s) with the least seniority as defined in paragraph 15.2.1 above  
28 shall be reassigned provided the division does not have a programmatic  
29 need to assign another employee(s).

### 30 31 13.3.6 New Trucks

32  
33 13.3.6.1 Seniority will be a consideration in making truck  
34 assignments.

35  
36 13.3.6.2 The Union will be allowed input on the assignment of new  
37 equipment.

38  
39 13.3.6.3 The Union will provide input on the procurement of new  
40 equipment.

### 41 42 13.3.7 Pilot Extra Board

43  
44 13.3.7.1 Management will set the criteria for employees to qualify  
45 for this program. The Union will be allowed to provide input. Some  
46 factors to be considered are:

- 13.3.7.1.1 Accidents
- 13.3.7.1.2 Injuries
- 13.3.7.1.3 Claim & Damages
- 13.3.7.1.4 Attendance
- 13.3.7.1.5 Complaints
- 13.3.7.1.6 Seniority

13.3.7.2 Management will make selections for the pilot extra board based upon the approved criteria

13.3.7.3 Those employees selected to the extra board will be compensated as agreed upon by the parties as long as the employees continue to maintain the performance standards that are approved as selection criteria.

13.3.7.4 When an employee fails to maintain qualifications, the employee will be removed from the extra board and management will select a qualified replacement and assign the person leaving the extra board to his/her assigned route.

13.3.7.5 The Pilot Extra Board Program will be evaluated one (1) year from the signing of this contract. By mutual agreement of the parties the program may be extended to other applications in the Solid Waste Department.

13.3.8 Annual vacation bidding for available vacation slots will occur during the months of November and December of each year. During the first: round of bidding, employees shall bid for one (1) to three (3) weeks. After the first round of bids, a second bid will be conducted for any remaining vacation slots. On the second bid an employee may schedule additional weeks or the maximum amount of accrued vacation which may be more or less than a week. However, the employee is limited to vacation slots that are left after the first. Vacation will be bid by seniority, by work unit and classification. After the second round of bidding, vacation requests for available slots will be considered on a first come, first serve basis. Extra board drivers in Residential and Commercial shall not be eligible to choose vacation leave during the months of June, July or August.

13.3.9 Laborers shall have the right to bid as a separate classification for shifts and vacation blocks in the same manner drivers are allowed to bid. A laborer's shift selection shall be honored unless the laborer's supervisor determines that in the interest of departmental productivity the laborer's selection will not be honored. The supervisor's decision shall not be subject to the grievance procedure.

1 14. SENIORITY

2  
3 **14.1 Seniority Determination**

4  
5 14.1.1 Seniority for the purpose of this Agreement, except in those  
6 sections containing alternative definitions, is defined as follows: The length  
7 of continuous service with the City of Albuquerque as a full-time non-  
8 probationary permanent employee within this bargaining unit. Continuous  
9 service shall not be considered to have been interrupted if the employee  
10 has been on an approved leave of absence. Seniority shall be applied as  
11 specifically provided for in this Agreement.

12  
13 14.1.2 All departments will post a seniority roster by classification in the  
14 work unit. Seniority rosters will be updated at least semi-annually with a  
15 copy to the steward unless there has not been a change in the list.

16  
17 14.1.3 Ties in seniority will be broken by drawing lots. This will be done  
18 with a representative of the Union present. The resolution will be: reduced  
19 to writing, signed by the employees and the Union Representative and  
20 submitted to the Office of Human Resources.  
21

22 15. BIDDING and VACANCIES

23  
24 **15.1 Bidding on Vacancies**

25  
26 15.1.1 All circulars will be posted in a timely fashion and a copy will be  
27 provided to all stewards. Vacancies will be posted for at least five calendar  
28 days, not including weekends and City holidays. When filling vacancies,  
29 first consideration will be given to qualified employees from within the  
30 division, then the department. If no employee from within the department  
31 is selected, other applicants will be considered. Time spent on temporary  
32 upgrades, on the job experience, and training will be considered. City-wide  
33 circulars for bargaining unit positions will be made available to the Union  
34 through the Human Resources Department.

35  
36 15.1.2 Vacant position circulars shall state the position title, job code,  
37 qualification, shift assignment, work location, rate of pay, and safety  
38 sensitive designations. It is recognized that the shift assignment may  
39 change as a result of the exercise of shift preference. It is recognized that  
40 rate of pay may change as a result of the Classification and Compensation  
41 Study.

42  
43 15.1.3 Any employee who meets the skills, training and experience  
44 requirements may bid for the posted position.  
45



1 15.1.4 Employees who wish to transfer to a different work assignment  
2 within their current classification and department must submit a written  
3 request indicating their desire to the current supervisor of the preferred  
4 work assignment. Such requests must be renewed every twelve months.  
5 These requests will be seriously considered prior to filling vacancies.  
6

7 15.1.5 Bargaining unit vacancies that are to be filled will be posted to  
8 allow employees the opportunity to be considered for promotion and  
9 lateral transfers.  
10

11 15.1.6 It is recognized that vacancies may be filled without the posting of  
12 vacancy circulars in cases such as layoffs, demotions or settlements.  
13 Although such cases will occur, they are not intended to be used to  
14 circumvent the normal promotional process.  
15

16 15.1.7 City employees bidding on a circularized vacancy will not be  
17 required to inform the management of their current department of any bid  
18 on such vacancies. Employees must notify their supervisor when they  
19 have been notified they will be given an interview for a position if they  
20 request to be excused from their work to attend the interview.  
21

22 15.1.8 Nothing in this section shall be used to undermine the commitment  
23 of the parties that selections for vacancies in this bargaining unit shall be  
24 based upon merit.  
25

## 26 **15.2 Shift Preferences**

27

28 15.2.1 When work schedules are to be changed, as a result of vacancies  
29 or reorganizations shift selection will be offered to employees by seniority.  
30 Seniority for this purpose shall mean continuous non-probationary  
31 permanent full time service within the division, then the department, as a  
32 member of the bargaining unit. Bidding for shift selection can only be done  
33 within current classification and work unit.  
34

35 15.2.2 The parties may agree to other conditions by memorandums of  
36 understanding at the department or division level. The Union may initiate  
37 action to determine employee preference within fifteen (15) days of the  
38 signing of the contract. The Union President or the President's designee  
39 shall represent the Union during the selection process.  
40

41 15.2.3 For purposes of shift preference seniority shall not be considered  
42 to have been interrupted by transfer to physical layoff status or by  
43 placement on any leave approved by the City if the employee returns to  
44 his/her previous classification and work unit immediately after the release  
45 from physical layoff or any other approved leave. Shift preference shall be  
46 exercised during the regular shift selection process.

1 16. UNIFORMS, WORK DRESS

2  
3 16.1.1 Permanent employees of the City of Albuquerque are eligible for  
4 participation in the Work Clothing Program as set out below:

5  
6 16.1.1.1 Five (5) sets of uniforms will be issued to each employee.  
7 These uniforms are intended to last one year from the date of  
8 issue. If these uniforms are not sufficient, the employee must buy  
9 additional uniforms at the employee's own expense.

10  
11 16.1.1.2 The individual employee is required to wear this uniform  
12 during his/her normal work shift. Section supervisors or foremen  
13 are responsible for insuring that each employee in this program  
14 wears the uniform in a neat and clean condition.

15  
16 16.1.1.3 All City employees covered by the Work Clothing Program  
17 must sign a clothing deduction form .If an employee leaves the City  
18 before expiration of six (6) months after receiving his/her uniform,  
19 \$25.00 will be deducted from his/her final pay check.

20  
21 16.1.2 Employees who need gloves (canvas, leather, palm, or all leather)  
22 to perform their assigned work shall be furnished gloves by the City at no  
23 charge to the employee.

24  
25 16.1.3 At the time uniforms are selected, employees may select a pair of  
26 coveralls in lieu of a set of regular uniforms unless the job prohibits  
27 wearing coveralls. Management may choose to provide insulated coveralls  
28 where warranted by working conditions. Employees and Union officials  
29 may provide input on this issue and committees may be developed when  
30 the parties deem necessary.

31  
32 16.1.4 Bargaining Unit members will be permitted to wear a Union  
33 emblem or insignia on their uniforms while on duty so long as the design  
34 and location are: mutually agreed upon and the emblem or insignia is not  
35 offensive, does not negatively reflect on the City or does not interfere with  
36 the City's operational responsibilities.

37  
38 16.1.5 Employees will receive up to \$65.00 per year reimbursement for  
39 the purchase of a pair of safety footwear which meets or exceeds ANSI  
40 Z41 1991 standards. At the discretion of the Department Director, up to  
41 \$65.00 per pair reimbursement may be authorized by employee  
42 classification for up to two additional pair per year. Departments will adopt  
43 guidelines for reimbursement practices, which may include the combining  
44 of reimbursements up to a one time reimbursement of \$195.00. Concerns  
45 of departmental reimbursement practices shall be addressed through the  
46 Department Director and then the Office of Human Resources. Employees

1 who receive reimbursement will be required to wear this safety footwear  
2 while on duty.  
3

## 4 17. OCCUPATIONAL HEALTH and SAFETY

### 6 **17.1 Safe and Healthy Working Conditions**

8 17.1.1 The City agrees to use its best efforts to provide a safer work  
9 environment. The Union agrees to actively cooperate with the City in  
10 meeting this requirement.  
11

12 17.1.2 The City and Local 624 shall continue to review the City Safety  
13 Program and to establish committees at the work unit and department  
14 levels. The committees will have equal representation selected by the City  
15 and the Union with a safety officer serving as a chair and voting only in  
16 case of a tie vote. These committees will be permitted to submit safety  
17 recommendations to the City's Executive Safety Committee.  
18

19 17.1.3 These Committees will:

21 17.1.3.1 Review and recommend to the bargaining unit committee  
22 changes to safety practices and policies; the bargaining unit  
23 committee will recommend changes to appropriate parties;  
24

25 17.1.3.2 Review accidents and make recommendations to prevent  
26 their reoccurrence; provided, however, that committees will not  
27 initiate or recommend disciplinary actions;  
28

29 17.1.3.3 Establish on going communication with the Office of  
30 Human Resources/Risk Management Division to provide employee  
31 awareness and specialized training to address hazards in specific  
32 work units.  
33

34 17.1.4 Safety equipment and devices as required will be furnished and  
35 maintained by the City.  
36

37 17.1.5 Employees frequently exposed to communicable diseases in the  
38 course of their duties will be provided with appropriate immunization at the  
39 City's expense.  
40

41 17.1.6 First-aid kits and fire extinguishers will be made available to all  
42 work sites and vehicles.  
43

44 17.1.7 Department Directors, with the approval of the Chief Administrative  
45 Officer, may establish incentive programs recognizing accomplishments in

1 safety and productivity. The Union may provide recommendations to  
2 departments on the content, structure, and timing of such programs.

3  
4 17.1.8 Dangerous Substances: Employees exposed to toxic substances  
5 will be monitored and treated as required by OSHA regulations.

6  
7 17.1.9 The Union President will meet with the City's Safety  
8 Representative and provide input and recommendations regarding safety  
9 concerns in the workplace. It is the responsibility of the employee and the  
10 employer to work in a safe manner. Employees recognize that it is their  
11 responsibility to notify their supervisor of unsafe and/or dangerous  
12 conditions in the workplace. It is management's responsibility to take  
13 appropriate action to deal with such conditions.

14  
15 17.1.10 For the purpose of reporting unsafe working conditions and/or  
16 incidents, employees will be allowed to fill out an R.P.O. Form (reporting  
17 purposes only).

## 18 19 **17.2 Emergency Transportation**

20  
21 17.2.1 Emergency ambulance service, when required, shall transport on-  
22 duty injured employees to a medical facility determined to be appropriate  
23 by attending emergency personnel or a qualified physician.

## 24 25 **17.3 Injury Time**

26  
27 17.3.1 Injury Time shall be applied as per Section 3-1-15 of the Merit  
28 System Ordinance, and shall include all amendments made during the  
29 contract period.

30  
31 17.3.2 Injured or disabled employees will be accommodated in  
32 accordance with Federal Law.

33  
34 17.3.3 Employees who exhaust their sick leave after using their injury  
35 leave benefit, may be paid their vacation leave balance in a lump sum  
36 payment and may be granted leave without pay up to one year.

37  
38 17.3.4 After exhausting injury leave benefits, employees may be eligible  
39 to receive donated vacation and/or sick leave in accordance with Section  
40 401.5 of the Personnel Rules and Regulations.

41  
42 17.3.5 Employees on light duty will accrue sick leave and vacation. Such  
43 employees will also continue to receive the employer's P.E.R.A. matching  
44 contributions.

1 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

2  
3 **18.1 State Certification**

4  
5 18.1.1 Employees required to participate in an examination to obtain  
6 State Certification shall receive per diem and travel allowance as provided  
7 by State Law, up to a maximum of two examinations for each certification  
8 level. Should such examination take place during the employee's regular  
9 work hours, time required for testing and reasonable travel time to and  
10 from the site of the exam shall be considered hours worked for pay  
11 purposes.

12  
13 18.1.2 The City will reimburse employees the renewal fees for such  
14 certifications.

15  
16 18.1.3 For purposes of this section, driver's licenses and equipment  
17 operators permits are not considered state certifications.

18  
19 **18.2 Educational Leave**

20  
21 18.2.1 Employees shall be offered education leave in accordance with the  
22 City's Personnel Rules and Regulations.

23  
24 **18.3 Certification and Training Programs**

25  
26 18.3.1 The present Certification Program procedures, instructional  
27 guides, instruction training and employee training agreement forms, and  
28 other practices will remain in effect for the duration of this Agreement  
29 provided these practices comply with the provisions of this Agreement.

30  
31 18.3.2 It is agreed and understood by the parties that employee training is  
32 necessary for the purpose of maintaining adequate job skills and  
33 knowledge necessary for promotion.

34  
35 18.3.3 The Union and the Office of Human Resources may modify work  
36 hours by a Memorandum of Understanding for the purpose of providing  
37 training.

38  
39 18.3.4 Compensation and Classification for any new jobs required as a  
40 result of a training program shall be determined by Human Resources  
41 Department prior to its implementation. The Union will provide its input  
42 through the Office of Human Resources.

43  
44 18.3.5 Disputes pertaining to the Certification and Training Program will  
45 be addressed at the department level. If not resolved at that level,  
46 disputes will be addressed through the Standards Review Committee, the

Office of Training and Organizational Excellence, or the Office of Human Resources as appropriate.

18.3.6 Employees who are displaced from their permanent positions as a result of their failure to enter or successfully complete certification/training programs will be transferred to positions using existing procedures for job abolishment within the City. The Union and the Office of Human Resources will coordinate such actions. This provision will not apply to those employees who have signed other agreements as a condition of continued employment.

## 19. POSITION DESCRIPTIONS and SPECIFICATIONS

### **19.1 Position Specifications**

19.1.1 The officially recognized job specifications for any position will be maintained by the Human Resources Department. Job specifications shall represent a general list of duties and responsibilities. A list of all job specifications will be made available to the Union upon request of the Union President/designee. In the event the Union has concerns over job specifications it shall provide input in writing through the Office of Human Resources and a response in writing shall be given.

19.1.2 It is recognized that the evaluation and classification of jobs within the City is the responsibility of management. The authority to request a restructuring of a position and the re-evaluation of such a position lies with the Department Director. Once such changes have been approved by the Department Director the Human Resources Department will be notified of the changes. Concerns and input on this matter shall be coordinated through the Office of Human Resources.

## 20. PROMOTIONAL PROCEDURES and POLICIES

### **20.1 Qualifications for Promotion**

20.1.1 It is the policy of the City to use the skills and experience of City employees to the fullest. Selection for promotion is made on the basis of qualification, fitness, performance, and attendance on the job. If qualification, fitness, performance and attendance are determined by the City to be equal, seniority will be the tie breaker.

20.1.2 Time spent on temporary upgrades, on-the-job experience and training will be considered when filling vacancies.

1 20.1.3 Permanent, non-probationary employees selected to fill  
2 circularized vacancies within this bargaining unit shall not be subject to a  
3 probationary/trial period.

4  
5 20.1.4 Bargaining unit employees will be seriously considered for  
6 bargaining unit positions prior to outside applicants provided they are  
7 qualified by the department and the Human Resources Department.

8  
9 20.1.5 The City will notify and encourage bargaining unit employees to  
10 participate in Career Counseling Programs through the City's Office of  
11 Training and Organizational Excellence.

## 12 13 14 **20.2 Temporary Upgrades**

15  
16 20.2.1 Qualified bargaining unit employees will be given the first  
17 consideration for temporary upgrades.

18  
19 20.2.2 Selection for temporary upgrade assignments for positions within  
20 the bargaining unit will be made by considering the following factors:

21  
22 20.2.2.1 Qualifications needed to perform the work;

23 20.2.2.2 Physical ability to perform the work;

24 20.2.2.3 Past demonstrated work performance; and

25 20.2.2.4 Attendance, using the past 12 months as the basis for  
26 review and with long term continuous absences of 5 days or more  
27 considered as one absence. In the event these factors are equal,  
28 seniority will be tie breaker.

29  
30 20.2.3 An employee who is temporarily upgraded to a management  
31 position will be compensated in accordance with the appropriate  
32 Administrative Instruction. Employees working in a higher bargaining unit  
33 classification for which they are fully qualified will receive the pay for the  
34 higher graded position. This subsection shall not apply to employees who  
35 agree to other terms as a condition of initial employment, transfer or  
36 promotion. Employees who do not participate in available certifications'  
37 training programs forfeit the right to be considered for temporary  
38 upgrades.

39  
40 20.2.4 Consideration for an assignment to and rotation of temporary  
41 upgrades shall be based upon qualifications and performance. The City  
42 will retain a form P-28 in the employee's permanent file to document all  
43 temporary upgrades. Service in such upgrades will be considered for  
44 promotions.

1 **20.3 Classification/ Recognition**

2  
3 **This section intentionally left blank**  
4

5 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

6  
7 21.1.1 An employee may review a negative evaluation of his /her  
8 performance with the Department Director.  
9

10 21.1.2 The employee may document the employee's point of view on any  
11 disciplinary action or performance evaluation. Such documentation will be  
12 made in writing and will be made a part of the employee's evaluation, or  
13 disciplinary action.

14 **22. PERSONNEL FILES and RECORDS**

15  
16 **22.1 Employee Records**  
17

18 22.1.1 Working Files  
19

20 22.1.1.1 Working files on disciplinary actions may be developed  
21 and maintained by the department or division. These files may be  
22 purged at any time by the department or division head.  
23

24 22.1.2 The Permanent File  
25

26 22.1.2.1 The permanent file will be maintained in the Human  
27 Resources Department.  
28

29 22.1.2.2 Disciplinary actions will be presented to the employee for  
30 signature. The employee's signature will be requested but not  
31 required.  
32

33 22.1.3 Employees shall have the right to inspect and copy their working or  
34 permanent files. Access to employee's permanent file shall be given in  
35 accordance with the provisions of City Personnel Regulation 1002 and the  
36 Public Records Inspections Act.  
37

38 22.1.4 The Union President or designee shall have reasonable access to  
39 files of employees with written authorization from the employee  
40 participating in the grievance procedure. Conflicts over file access shall be  
41 addressed through the Office of Human Resources.  
42



1 23. CONDITIONS of EMPLOYMENT

2  
3 **This section intentionally left blank**

4 24. DISCIPLINE and INVESTIGATIONS

5  
6 **24.1 Disciplinary Actions**

7  
8 24.1.1 A hearing shall be convened to allow the employee and the  
9 employee's representative the opportunity to explain the reasons for the  
10 employee's actions or lack of action which may result in disciplinary action  
11 other than an oral reprimand.

12  
13 24.1.2 An employee shall have the right to Union representation at all  
14 stages of an employee's disciplinary proceedings.

15  
16 24.1.3 Employee investigations and notices of contemplated disciplinary  
17 actions shall be implemented in the following manner:

18  
19 24.1.3.1 If an employee is not placed on investigation, disciplinary  
20 process shall be initiated against an employee no later than ten  
21 (10) work days after the employee's supervisor knew or reasonably  
22 should have known of the act that caused the disciplinary action to  
23 be initiated.

24  
25 24.1.3.2 For the purposes of this provision only, "initiated" shall  
26 mean the written communication of a notice of contemplated  
27 disciplinary action to the employee.

28  
29 24.1.3.3 If the employer decides to conduct an investigation the  
30 employer shall submit a written notification of investigation to the  
31 effected employee no later than twenty (20) business days after the  
32 employer knew or reasonably should have known of the act for  
33 which the investigation is being initiated. For the purposes of this  
34 section, the employer is defined as the department director or his or  
35 her designee. Any supervisor who knows or reasonably should  
36 have known of the act which is being investigated must immediately  
37 notify the department director.

38  
39 24.1.3.4 Throughout the investigation period, the Union may  
40 request a verbal progress report on the investigation from the  
41 supervisor. The Supervisor shall provide this report provided the  
42 report does not jeopardize the conduct of the investigation. An  
43 employee disciplinary investigation shall normally not exceed forty-  
44 five (45) days from the date an employee receives a notice of  
45 investigation as cited in paragraph 3 herein. If the supervisor

determines that the investigation needs to be extended beyond the forty-five (45) day limitation, the supervisor shall submit a written notice of extension to the employee no later than forty-five (45) days after the employee received the initial notice of investigation. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the employee's supervisor. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process.

24.1.4 In the event disciplinary action is taken against an employee other than the issuance of an oral warning, the employer shall promptly furnish the employee with a clear and concise statement in writing of the reasons therefore.

24.1.5 Nothing in this Section shall prevent the employer from disciplining or discharging employees for just cause. Any such decision may be subject to the grievance procedure.

24.1.6 When discipline is to be imposed, progressive discipline will be considered when it appears that the merits of the case would lend itself to this procedure.

24.1.7 When possible, the employer agrees to criticize employees in private away from the public and other employees. Each party may have a witness present.

24.1.8 An employee may propose in writing to management a level of discipline the employee will accept for an offense prior to management imposing disciplinary action. If management accepts the discipline proposed by the employee, the issue will be considered settled and the action will not be grieved.

## **24.2 Investigations**

24.2.1 The parties acknowledge that investigations of disciplinary actions should be conducted in a manner which affords the employees involved an environment that is conducive to problem solving. Union concerns over investigations will be addressed through the Office of Human Resources.

24.2.2 Employees who are the subject of a disciplinary investigation shall be permitted to have union representation upon request. The employer shall not be required to delay the investigative interview more than ½ hour while the employee obtains union representation.

1 24.2.3 The Human Resources Office and the Union President shall  
2 continue to meet to discuss issues of mutual concern related to  
3 disciplinary and supervision issues.  
4

### 5 **24.3 Process For Termination under COP**

6

7 24.3.1 If an employee reaches the number of points under the COP which  
8 results in the loss of the employee's City Operating Permit (COP), the  
9 employee's department shall submit to the Human Resources Director  
10 (HRD) a completed form with the following questions answered:  
11

12 24.3.1.1 Does the employee's job description require a driver's  
13 license?

14 24.3.1.2 Has the department required the employee to drive  
15 during the past year? If so, how often?

16 24.3.1.3 How will the employee's restrictions from driving impact  
17 the productivity of the department?

18 24.3.1.4 How will the department be impacted if the employee  
19 cannot drive for a period of one (1) year?

20 24.3.1.5 Can the essential functions of the employee's position  
21 be performed by the employee without a COP? Why or  
22 why not?

23 24.3.1.6 If the answer to (e) above is "no," can a modification be  
24 made to the employee's position for the employee to  
25 retain the employee's current employment status within  
26 the department?

27 24.3.1.7 Can the employee be reassigned to other duties (i.e.,  
28 through voluntary demotion, transfer, etc.) within the  
29 department to lessen the impact on the department?  
30

31 24.3.2 The form identified and described above shall be submitted to the  
32 (HRD) prior to the commencement of any disciplinary action against the  
33 employee for losing the COP.  
34

35 24.3.3 Upon receipt of the answered form, the (HRD) shall provide the  
36 employee or the employee's union representative to also complete the  
37 form. The employee/union shall be provided a reasonable amount of time  
38 to complete the form.

## 39 **25. GRIEVANCE and APPEAL PROCEDURES**

40

### 41 **25.1 Grievance Procedures**

42

43 25.1.1 Nothing in this Agreement shall prevent any employee from  
44 instituting or pursuing any grievance of a letter of reprimand on the

1 employee's own behalf or with the assistance of the Union, in accordance  
2 with the provisions of the Merit System Ordinance.

3  
4 25.1.1.1 The parties agree that disciplinary actions held in  
5 abeyance are not subject to any grievance procedure.  
6

7 25.1.2 The aggrieved employee may have representation at any time or  
8 step in the grievance/arbitration procedure. If an employee institutes a  
9 grievance under the provisions of Section 3-1-23 of the Merit System  
10 Ordinance in effect on the employee's own behalf, in accordance with this  
11 Section, the employee's representative will comply with the provisions of  
12 Administrative Instruction 1-11, as currently in effect, governing the  
13 Grievance Committee Process.  
14

15 25.1.3 As a condition of employment, employees are required to appear  
16 as witnesses in grievance/arbitration hearings when requested by the  
17 aggrieved employee or by the City. Requests for the appearance of  
18 witnesses will be made through the Office of Human Resources. The  
19 Office of Human Resources will notify the Department of any employee  
20 called as a witness. An employee called as a witness during working  
21 hours shall be paid at the employee's regular rate. The employee will be  
22 required to return to work when the employee is no longer needed as a  
23 witness.  
24

25 25.1.4 Employees called as witnesses during time off shall be paid at  
26 straight time for the time spent at the hearing, plus reasonable travel time  
27 by whichever party is requiring the employee to appear. This time is not  
28 considered time worked for the purpose of computing overtime  
29 compensation.  
30

31 25.1.5 Any action resulting in the filing of a grievance/arbitration shall be  
32 processed according to the procedures in effect at the time of the filing of  
33 the grievance/arbitration as provided by the Merit System Ordinance or  
34 the Collective Bargaining Agreement. If an employee wishes to appeal a  
35 disciplinary action that is subject to this Grievance Procedure, the  
36 employee shall elect to use this Grievance procedure or the City's Merit  
37 System Ordinance to appeal the action. If the employee decides to use  
38 the City's Merit System Ordinance to appeal a disciplinary action, the  
39 employee shall appeal the disciplinary action in writing and in accordance  
40 with the Ordinance no later than ten (10) days after the employee receives  
41 the written notice of disciplinary action. An employee who decides to use  
42 this Agreement's Grievance Procedure to appeal a disciplinary action shall  
43 appeal the disciplinary action by filing a written grievance no later than  
44 fourteen (14) days after the employee received the written notice of  
45 disciplinary action. If the employee decides to use this Grievance  
46 procedure, the employee may not also use the Merit System Ordinance

1 appeal procedures. If the employee utilizes the Merit System Ordinance  
2 appeal procedures, the employee may not use the Grievance Procedure  
3 appeal procedures. This decision shall be irrevocable. If the Union, at a  
4 later date, decides that the employee's grievance is not meritorious and  
5 withdraws the grievance, the employee may not submit an appeal through  
6 the Merit System Ordinance."  
7

8 25.1.6 If an employee chooses to use the City's Merit System ordinance to  
9 appeal a discipline, provisions of this Agreement shall be admissible  
10 evidence at the employee's hearing before a Personnel Board hearing  
11 officer provided the provisions are relevant to the issue before the hearing  
12 officer.  
13

14 25.1.7 An officer or a steward will be allowed reasonable time off with pay  
15 to represent an employee during a an arbitration, grievance or pre-  
16 determination hearing. The President/designee will be granted access to  
17 work sites to conduct inspections for the arbitration process. The parties  
18 agree that such access shall not disrupt the work place. Prior to access of  
19 the work site, notification will be given to the appropriate city official.  
20 Management may require that the Union President/designee be escorted  
21 while on the work site.  
22

23 25.1.8 The parties will use binding arbitration for resolution of alleged  
24 contract violations or other written agreements, and all disciplinary related  
25 grievances, except as set forth in Subsection A. For purposes of this  
26 subsection, disciplinary related grievances shall be limited to the following:  
27

28 25.1.8.1 Suspension  
29

30 25.1.8.2 Demotion  
31

32 25.1.8.3 Terminations  
33

## 34 **25.2 Grievance Steps and Arbitration Procedures** 35

36 25.2.1 Labor-Management Relations ordinance Pre-arbitration/Merit  
37 System Ordinance Procedures  
38

39 25.2.1.1 Step I: Within fourteen (14) days of an alleged contract  
40 violation, violation of other written agreements, or imposition of a  
41 disciplinary action, the Union must submit a notice of grievance or  
42 violation to the Department Director, with a copy to the Office of  
43 Human Resources. Such notice shall be as clear and concise as  
44 possible, based on information made available to the Union. The  
45 Department Director shall have fourteen (14) days to respond in

1 writing to the notification from the Union. If the Union is dissatisfied  
2 with the response, the Union may request arbitration.  
3

4 25.2.1.2 Step II: Within fourteen (14) days of the completion of  
5 Step 1, the Director of the Office of Human Resources or designee  
6 shall meet with the Union President or designee and attempt to  
7 resolve any grievance issue. It is recognized that the Director and  
8 President have the authority to settle disputes.  
9

10 25.2.1.3 Step III: If no resolution is obtained, the Union must  
11 initiate arbitration proceedings within thirty (30) days of the  
12 completion of step 2, or forfeit the right to arbitrate the specific  
13 grievance.  
14

15 In the event of a [Step III] grievance, the Union shall have 120  
16 business days to strike from the date the City produces to the  
17 Union all evidence which supports its position in the grievance.  
18 Should the Union need additional time to strike for an arbitrator  
19 beyond the 120 business days, the Employer shall not be liable for  
20 damages for the period of additional time needed. Damages  
21 include, but are not limited to back pay or interest.  
22

## 23 25.2.2 Time Limits 24

25 25.2.2.1 In determining the time limits in this Agreement, the date  
26 of the grievable act or occurrence shall not be counted.  
27

28 25.2.2.2 If the last day of any notice required by this Section falls  
29 on a holiday, Saturday or Sunday the time limit shall be extended to  
30 the next date that the City Administrative Offices are open for  
31 business.  
32

33 25.2.2.3 Time limits may be extended by written mutual agreement  
34 of the parties.  
35

36 25.2.2.4 If the Union fails to comply with the time limits, the  
37 grievance shall be considered null and void.  
38

## 39 25.2.3 Selection of Arbitrator 40

41 25.2.3.1 Arbitrators will be selected from a list of seven (7)  
42 arbitrators requested from the Federal Mediation and Conciliation  
43 Service. The arbitrator's list shall consist of arbitrators from the  
44 region which includes New Mexico as defined by the F.M.C.S. The  
45 selection of the arbitrator shall be accomplished by the parties  
46 striking names until only one name remains. That person shall be

1 the arbitrator. The party to strike the first name is determined by the  
2 flip of a coin.

#### 3 4 25.2.4 Disciplinary Arbitration Procedures

5  
6 25.2.4.1 The tape recording of the arbitration procedure is  
7 determined by the arbitrator.

8  
9 25.2.4.2 Issues of grievability shall be decided by the arbitrator.

10  
11 25.2.4.3 The arbitrator's standard for determining the  
12 appropriateness of disciplinary actions shall be just cause.

13  
14 25.2.4.4 The arbitrator shall have the authority to accept, modify or  
15 reverse discipline imposed by the city.

16  
17 25.2.4.5 In the event of reinstatement, a reduction or rescission of a  
18 suspension or demotion, the arbitrator's award shall be limited to  
19 back pay and benefits for time lost, less any compensation received  
20 by the employee during the suspension, demotion or termination.

21  
22 25.2.4.6 In researching a decision, the arbitrator may consider the  
23 Human Resources Ordinance, the Merit System Ordinance,  
24 Personnel Regulations, Administrative Instructions, a collective  
25 bargaining agreement in effect at the time of discipline, contract  
26 violations, evidence and testimony relevant to jurisdiction and any  
27 valid City policy.

28  
29 25.2.4.7 The burden of proof on alleged violation shall be on the  
30 appellant. The burden of proof in disciplinary grievances shall be of  
31 the City.

32  
33 25.2.4.8 The standard of review on appeal shall be governed by  
34 the New Mexico Uniform Arbitration Act.

35  
36 25.2.4.9 Challenges of an arbitrator's decision shall be filed in a  
37 court of lawful jurisdiction within sixty (60) calendar days of the filing  
38 party's receipt of such decision.

39  
40 25.2.4.10 The parties are prohibited from violating written  
41 agreements in force which were negotiated in accordance with the  
42 Employee Relations Ordinance. Any controversy concerning an  
43 alleged contract violation may be submitted for binding arbitration.

44  
45 25.2.4.11 The arbitrator shall have the authority to interpret and  
46 determine compliance with the provisions of the Collective

1 Bargaining Agreement. The Arbitrator may not add to, detract from  
2 or alter in any way the provision of the Collective Bargaining  
3 Agreement, the Employee Relations Ordinance, the Merit System  
4 Ordinance, the Personnel Rules and Regulations, or any valid City  
5 Policy.  
6

#### 7 25.2.5 General Provisions 8

9 25.2.5.1 The City and the Union agree to attempt to resolve the  
10 grievance arbitration in a timely manner.  
11

12 25.2.5.2 Costs of arbitration shall be shared equally by the parties.  
13 Costs shall include, but may not be limited to: arbitrator fees and  
14 expenses, witness fees, and court reporting/tape recording costs.  
15 City employee witnesses shall be compensated at their regular  
16 hourly rate. Witnesses not employed by the City shall be  
17 compensated by agreement of the parties.  
18

19 25.2.5.3 The arbitrator shall have the authority to require any party  
20 to the arbitration to produce relevant documents and to testify on  
21 behalf of either party.  
22

23 25.2.5.4 The arbitrator's decision shall be final and binding upon  
24 the City, the Union and the grievant, except as provided by law.  
25

26 25.2.5.5 The arbitrator shall deliver his/her award and decision in  
27 support thereof, within the F.M.C.S. guidelines after the close of the  
28 grievance hearing or submission of briefs, whichever is later, unless  
29 otherwise agreed to by the parties.  
30

31 25.2.5.6 Alteration of time requirements may be made by mutual  
32 consent of the parties. The Director of the Office of Human  
33 Resources and the Union President have the right to settle  
34 disputes.  
35

36 25.2.5.7 As an incentive to avoid arbitration and its associated  
37 costs, at any time prior to the arbitration hearing, either party may  
38 submit a written settlement offer to the other party. Counter offers  
39 may be submitted in writing until agreement *is* reached, and signed  
40 by the parties, thus resulting in a shared cost of all cancellation  
41 fees, if any. However, if a written settlement offer is rejected the  
42 following shall apply:  
43

44 25.2.5.7.1 If a party rejects a written settlement offer, and  
45 the arbitrator subsequently makes an award less favorable  
46 to that party than the rejected offer, and as favorable or more



1 favorable to the party making the offer, the party rejecting  
2 the offer shall pay the costs of arbitration. If the arbitrator's  
3 award is not less favorable to any party than a settlement  
4 offer that has been rejected, or no settlement offer was  
5 tendered, the parties shall split the costs of the arbitration.  
6 The arbitrator shall retain jurisdiction to determine fees if  
7 there is a dispute as to the application of this Subsection.  
8

9 25.2.6 In an effort to expedite the backlog of grievances that currently  
10 exist, the parties agree that an effort will be made to settle all existing  
11 grievances, and from the date of the signing of this agreement a one year  
12 time limit will apply on any new grievance filed.

## 13 26. EMPLOYEE REIMBURSEMENTS

### 14 **26.1 Per Diem and Mileage Reimbursements**

15  
16  
17 26.1.1 Employees who are required to use their personal vehicle in the  
18 performance of their duties shall receive reimbursement in accordance  
19 with applicable City and State law.  
20

### 21 **26.2 Other Employee Reimbursements**

22  
23 26.2.1 Mechanics and Mechanic Helpers will receive up to \$350.00  
24 reimbursement once per any twelve (12) month period, upon the  
25 presentation of receipts for the purchase of job related tools. Electronic  
26 Technicians, Tire Repairers, Radio Technical Specialists and Paint/Body  
27 Workers will receive up to \$150.00 reimbursement once per any twelve  
28 (12) month period upon the presentation of receipts for the purchase of job  
29 related tools. These reimbursements do not apply to employees for whom  
30 the City provides the tools  
31

32 26.2.2 Employees will be reimbursed for prescription eye glasses  
33 damaged in the line duty up to a maximum of \$150.00 over any  
34 continuous 12-month period.

## 35 27. EMPLOYEE LIABILITY COVERAGE

36  
37 The City will comply with the appropriate state law and federal law as it  
38 relates to liability in civil suits against employees.

## 39 28. EMPLOYEE ASSISTANCE PROGRAMS

### 40 **28.1 Employee Assistance Program**

41  
42

1           28.1.1 The City agrees to continue to advise employees with problems to  
2           seek counseling and treatment leading toward resolution of problems  
3           which are affecting their job performance. Toward this end, the City will  
4           maintain an Employee Assistance Program.  
5

6           **28.2 Critical Incident Stress Debriefing**

7  
8           **This section intentionally left blank**

9           29. EMPLOYEE VEHICLE USAGE

10  
11           **This section intentionally left blank**

12           30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION

13  
14           **This section intentionally left blank**

15           31. FIREARMS

16  
17           **This section intentionally left blank**

18           32. CITY PROVIDED EQUIPMENT and TOOLS

19  
20           32.1 Storage will be provided by the City for City equipment and  
21           employees will not be required to take equipment home except when the  
22           employee is on standby status.  
23

24           32.2 The City agrees to provide storage for employees' tools.

25           33. EMPLOYEE INCENTIVE PROGRAMS

26  
27           **33.1 Employee Recognition Program**

28  
29           **This section intentionally left blank**

30  
31           **33.2 Sick Leave Incentive Program**

32  
33           33.2.1 Employees who utilize zero hours of sick leave over six  
34           consecutive months will be awarded one day of leave in accordance with  
35           Council Resolution R 445.

36           34. EMPLOYEE PAYROLL DEDUCTIONS

37  
38           34.1 The City agrees to deduct from the wages of an employee an amount  
39           authorized by the employee and to transmit such funds each pay period to  
40           the Rio Grande Credit Union.

34.2 Other deductions may be authorized pursuant to appropriate administrative instructions.

### 35. LAYOFF/ REDUCTION IN FORCE and RECALL

#### **35.1 Layoff and Reduction in Force Procedures**

35.1.1 The City will provide for Union input prior to any layoff and recall.

35.1.2. When it becomes necessary to have a reduction in the City's work force, employees will be laid off in reverse order of total permanent continuous City service (seniority) applied to the present classification held. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.

35.1.3 An employee with previous experience in another Local 624 bargaining unit classification displaced by a reduction-in-force and who faces a layoff or displacement may "bump" an employee with less City seniority in the employee's current or previous classification if the employee is qualified. The Human Resources Department shall determine whether the employee is qualified. Where a layoff or displacement occurs which requires an involuntary transfer of a senior employee, that employee shall be assigned to the vacant position created by the layoff of the most junior employee in the same classification city-wide. The "bumped" individual will be laid off and have no bumping rights within the City, if the employee has less than two years of City seniority.

35.1.4 Employees, except for employees paid from federal, state or private funds, will be given a ten working day notice prior to being placed on layoff status.

35.1.5 When layoffs and downgrades have occurred as a result of a reduction in work force, employees will be given preference in filling vacant positions in the following order:

35.1.5.1 First preference will be given to employees who held the classification of the now vacant position and were downgraded in classification. This preference will be applied in seniority order.

35.1.5.2 Second preference will be given to employees who were laid off and who have previously held the classification of the vacant position. This preference will be applied in seniority order

1 35.1.5.3 Third preference will be given to employees on layoff who  
2 qualify for the vacant position but have not previously held the  
3 classification. This preference will be applied in seniority order.  
4

5 35.1.6 Prior to the layoff of a bargaining unit employee, temporary,  
6 seasonal or student employees who occupy bargaining unit positions  
7 affected by the reduction in force shall be laid off first unless the City  
8 identifies a need that cannot be met by the bargaining unit employee. No  
9 new employees shall be hired into the bargaining unit until all laid off  
10 qualified employees have been given an opportunity to return to work.  
11

12 35.1.7 Employees on layoff will be given notice of recall according to the  
13 following procedure:  
14

15 35.1.7.1 The City will advise the employee to be recalled by  
16 certified or registered United States mail. A copy of such recall  
17 notice will be furnished to the New Mexico American Federation of  
18 State, County, and Municipal Employees, Local 624.  
19

20 35.1.7.2 An employee, upon receiving notice of recall will, within  
21 seven (7) days, acknowledge receipt by certified or registered mail,  
22 advising the Human Resources Officer of the date he/she will be  
23 available for service, which available date must not be later than  
24 thirty (30) calendar days from the date the employee receives the  
25 recall notice.  
26

27 35.1.7.3 Employees failing to comply with this Section will forfeit  
28 their recall rights. Failure to report following the receipt of the recall  
29 will be considered an automatic resignation. It is understood that  
30 the City will have discharged its obligation of notification to laid off  
31 employees by having forwarded the recall notice as herein outlined.  
32

33 35.1.8 A list of employees on layoff status and employees downgraded as  
34 a result of a reduction in work force will be available in the Office of  
35 Human Resources.  
36

37 35.1.9 Once an employee has been given formal written notice of layoff,  
38 the affected employee will be transferred to an existing vacancy for which  
39 employee is qualified, without having to circularize the vacancy. An  
40 employee in this status will be given preference on vacancies for positions  
41 of equal or lesser pay for which the employee is qualified.  
42

43 35.1.10 In the event of layoff or displacement which occurs the employee  
44 with the least continuous City seniority in the affected classification City  
45 wide will be laid off. If the affected employee's position which was deleted,

1 the employee in the position that was deleted will be assigned to the  
2 vacant position created by the junior employee who was laid off.

3 **36. RESIGNATION and RETIREMENT**

4

5 **36.1 Resignation**

6

7 36.1.1 When a written resignation is given to management, it may be  
8 withdrawn by the mutual agreement of the employee and his/her  
9 department head. Disputes will be addressed through the Office of Human  
10 Resources.

11 **36.2 Retirement**

12

13 36.2.1 Employees with questions regarding their eligibility for retirement  
14 should contact PERA at 1-800-342- 3422.

15

16 36.2.2 The City agrees to continue to offer pre-retirement counseling  
17 workshops. Such sessions will be held on a quarterly basis. Employees  
18 authorized to attend such sessions will be granted City business leave for  
19 this purpose.

20

21 36.2.2.1 Employees with twenty years or more of City service will  
22 be notified of upcoming workshops. Employees who do not select a  
23 workshop will be scheduled by management to attend the  
24 workshop.

25

26 36.2.2.2 Employees who have retirement credit with another public  
27 employer or who are buying retirement credit are responsible for  
28 notifying the Human Resources Department to schedule an  
29 appointment for the workshop.

30

31 36.2.2.3 The City will offer Blue Collar employees with 15 years  
32 service one day Pre-Retirement Counseling Seminars on City time.  
33 Any Blue Collar employee who has under 15 years service may  
34 attend by using either vacation or their own personal time.

35

36 36.2.2.4 The City will notify the employees in writing of Pre-  
37 Retirement Counseling Sessions.

38 **37. RULES and REGULATIONS**

39

40 **This section intentionally left blank**

41

42

1 38. CONTRACTING OUT

2  
3 **38.1 Contracting for Services**

4  
5 38.1.1 The City agrees that prior to contracting out bargaining unit  
6 positions, the Union will be allowed input in writing through the Office of  
7 the Mayor, with a copy delivered to the Office of Human Resources. A  
8 written response shall be given to the Union.  
9

10 38.1.2 Union concerns over contracting out may be addressed through  
11 the applicable Department Director.  
12

13 38.1.3 In the event of layoff or displacement, the appropriate action will be  
14 taken in accordance with Section 28 of this Agreement.

15 39. STRIKES and LOCKOUTS

16  
17 **This section intentionally left blank**

18 40. GENERAL ADMINISTRATIVE PROVISIONS

19  
20 **40.1 Non-Discrimination**

21  
22 40.1.1 The provisions of this Agreement shall be applied to all employees  
23 in compliance with applicable law and City policies that prohibit  
24 discrimination related to age, race, creed, religion, national origin, gender,  
25 disability, sexual orientation, veteran status or other protected classes set  
26 forth in the City's Labor-Management Relations Ordinance.  
27

28 **40.2 Memoranda of Understanding (MOU)**

29  
30 **This section intentionally left blank**

31  
32 **40.3 Complete Agreement**

33  
34 40.3.1 This Agreement relates to the employees of the City of  
35 Albuquerque in the designated collective bargaining unit. The parties do  
36 hereby acknowledge that this Agreement represents an amicable  
37 understanding reached by the parties as the result of negotiations of the  
38 parties as provided in the Employer's Labor-Management Relations  
39 Ordinance.  
40

41 40.3.2 This Agreement replaces in its entirety any and all previous  
42 Agreements and represents the only Agreement of the parties hereto.  
43 When any conflicts occur, this Agreement shall govern as provided by the  
44 Employer's Labor-Management Relations Ordinance.

1  
2 40.3.3 The parties agree that all issues subject to negotiations and  
3 consideration by the parties have been addressed during the negotiations  
4 leading to this Agreement. Neither party shall be required to negotiate on  
5 any matter during the term of this Agreement unless otherwise specifically  
6 mandated by another provision of this Agreement. This limitation shall  
7 apply to any matter, whether or not the issue is addressed in this  
8 Agreement.  
9

10 40.3.4 Under normal circumstances, the Union will be given prior notice of  
11 proposed changes in City or department-wide written policies that directly  
12 affect bargaining unit employee working conditions. The Union will be  
13 given fourteen (14) days from the time of notice to provide input. This input  
14 period may or may not delay implementation, but may require revision or  
15 cancellation of the originally proposed policy. The parties may agree to  
16 extend time limits by mutual consent.  
17

18 40.3.5 The Union will be allowed to provide input through the Office of  
19 Human Resources on all changes in policies, rules and handbooks.  
20

#### 21 **40.4 Savings Clause**

22

23 40.4.1 Should any part of this Agreement or any provision contained  
24 herein be declared invalid by any tribunal of competent jurisdiction, the  
25 validity of the remaining portions shall not be affected. Should this occur,  
26 the parties will immediately meet to negotiate a suitable provision to  
27 replace the provision held invalid.  
28

#### 29 **40.5 Term of Agreement**

30

31 40.5.1 This Agreement shall be effective on the first full pay period  
32 following settlement, ratification, and signature by the parties and shall  
33 remain in full force through June 30, 2016.  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

1 **SIGNATURES**

2  
3 IN WITNESS WHEREOF, the parties have signed their names and affixed the  
4 signatures of their authorized representatives on this 18<sup>TH</sup> day of \_\_\_\_\_  
5 FEBRUARY, 2015.  
6

7 CITY OF ALBUQUERQUE

AFSCME Local 624  
Blue Collar Union

8  
9  
10  
11  
12  
13   
14 Richard J. Berry, Mayor  
15 City of Albuquerque  
16  
17  
18

19   
20 Casey Padilla, President  
21 Local 624 Blue Collar  
22

23 Form Reviewed by Legal Department (Seal)

24  
25   
26 Jenica Jacobi  
27 Interim City Attorney  
28  
29

30   
31 City Clerk